

APPENDIX E.

Interlocal Agreement – Mobbly Bay Public Lands

INTERLOCAL AGREEMENT
MOBBLY BAY PUBLIC LANDS MANAGEMENT

This Agreement entered into this 5 day of April, 2001, by and between PINELLAS COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the CITY OF OLDSMAR, Florida, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH

WHEREAS, COUNTY owns approximately 82 acres of land and CITY owns approximately 120 acres of land in that area commonly referred to as "Mobbly Bay;" and

WHEREAS, COUNTY and CITY acquired that certain land, lying and being in the corporate limits of Oldsmar, Florida, and unincorporated Pinellas County, Florida, as shown on Exhibit "A," attached hereto and by this reference made a part hereof, hereinafter collectively referred to as the "PROPERTY;" and

WHEREAS, the PROPERTY was acquired with the intent and for the purpose of preserving and protecting endangered and environmentally sensitive lands; and

WHEREAS, COUNTY and CITY desire to acquire additional property for preservation and passive outdoor recreation; and

WHEREAS, pursuant to the provisions of Ch.163.01(5)(j) (1999) Florida Statutes, COUNTY and CITY desire to provide for the management of the PROPERTY in order to preserve and protect it in its natural state; and

WHEREAS, COUNTY and CITY desire to clarify responsibilities in management of the PROPERTY that was referenced in the Interlocal Agreement dated March 25, 1998.

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NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto agree as follows:

1. This Agreement replaces and supercedes the Interlocal Agreement Mobbly Bay Public Lands Management dated March 25, 1998, and recorded in O.R. 10036 pg. 664, Official Records of Pinellas County, Florida.

2. CITY and COUNTY shall share in the management, maintenance, preservation and protection of the PROPERTY in its natural state, with the CITY managing the "Recreation Management Area" and the COUNTY managing the "Preserve Management Area", as shown on Exhibit "B", and may include property purchased by either party and so designated to be included in the Preserve Management Area or Recreation Management Area. The site plan for the Recreation Management Area and the Preserve Management Area shall be determined by mutual agreement of the parties and approved in writing by each party. Nothing herein shall prohibit amending the site plan from time to time; provided any amendment is approved in writing by each party. For these approvals, the project managers listed in Paragraph 12 shall have delegated authority.

3. In order to fulfill the obligations set forth in Paragraph 2, CITY shall have the following rights and duties as they pertain to the Recreation Management Area:

A. The right to secure access to the PROPERTY, including the right to install or construct fences and gates to limit public access to the PROPERTY; provided, however, CITY shall provide COUNTY with keys to any gates or locks placed on the PROPERTY. CITY shall not prohibit COUNTY from having access to the PROPERTY.

B. The right to provide fire protection on the PROPERTY, including clearing of debris and fallen timber from the PROPERTY and, other fire prevention activities.

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C. The right to provide such security as it deems necessary to protect the PROPERTY against the intrusion of trespassers or vandals, including the right to police the PROPERTY or provide security guards.

D. The right to provide the following educational and recreational improvements on the property described as Recreation Management Area in Exhibit "B" to this Agreement:

- The layout and design of trails, roads and other pathways.
- The design, location, and wording of educational signage, brochures, and other educational materials associated with the property.
- The right to limit hours and access to the property to be compatible with the management, recreation and resource needs of the property.
- Construction of boardwalks and at-grade trails aligned with specific points of environmental interest.
- A canoe or similar small, non-motorized boat-launch areas.
- Maintenance, consistent with the surrounding flora and fauna features, of a beach or beaches.
- Covered picnic and other public use areas.
- Observation areas.
- Parking areas constructed of open paver blocks or other environmental sensitive materials at sites convenient and appropriate for visitors.

E. Nothing herein shall prevent CITY from building, constructing or installing any structure or improvement on Recreation Management Area; provided, however, that any structure or improvement not described in 3(D) is located on PROPERTY in an area within the CITY's exclusive ownership, and that structures or improvements will be used solely for environmental enhancement and educational purposes and provided that they do not interfere with the COUNTY's responsibilities as described in Section 4 of this Agreement.

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4. In order to fulfill the obligations set forth in Paragraph 2, COUNTY shall have the following rights and duties as they pertain to the Preserve Management Area:

A. The right to secure access to the property described as Preserve Management Area in Exhibit "B" to this Agreement, including the right to install or construct fences and gates to limit public access to the Preserve Management Area; provided, however, COUNTY shall provide CITY with keys to any gates or locks placed on the PROPERTY. COUNTY shall not prohibit CITY from having access to the PROPERTY.

B. The right to provide fire protection on the PROPERTY, including clearing of debris and fallen timber from the PROPERTY and other fire prevention activities.

C. The right to provide such security as it deems necessary to protect the PROPERTY against the intrusion of trespassers or vandals, including the right to police the PROPERTY or provide security guards.

D. The right to provide the necessary restoration and environmental land management activities including but not limited to the following:

1.) The use of prescribed fire to manage habitats and to manage fuel loads that could pose a fire hazard to the urban interface. Activities will include the preparation and maintenance of fire breaks, conducting actual prescribed fire activities, and management of smoke from prescribed and wildfire events.

2.) The use of chain saws, tractors, brown tree cutters, roller choppers and other mechanical means to restore habitats to optimal ecological condition.

3.) The restoration of surface hydrology to historical condition by restoring past topographical changes, including mosquito ditching, trails below the natural grade, and past plow lines.

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4.) The replanting of native vegetation in areas where the native plant community has been altered.

5.) The eradication of non-native species in areas where they have become established.

6.) The use of field survey methods to monitor the impacts of land management activities and to direct future management needs.

E. The right to provide necessary direction to public and educational use of the property including, but not limited to, the following:

1.) The layout and design of trails, roads, and other pathways.

2.) The design, location, and wording of education signage, brochures, and other educational materials associated with the property.

3.) The right to limit hours and access to the property to be compatible with management and resource protection needs of the property.

4.) The right to determine appropriate public uses in order to protect natural resources.

F. The right to provide necessary research and monitoring of natural resources including, but not limited to the following:

1.) The design and protection of study plots to monitor target species and the impacts of land management activities.

2.) The use of field survey and data collection methods.

G. Nothing herein shall prevent COUNTY from building, constructing or installing any structure or improvement on the PROPERTY; provided, however, that any structure or improvement not described in 4(D) (E) and (F) is located on PROPERTY in an area within the

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COUNTY's exclusive ownership, and that structures or improvements will be used solely for environmental enhancement and educational purposes.

5. All construction or land sculpturing plans, except where solely on land within the CITY's exclusive ownership will be provided to Pinellas County for their review and written approval at the 60%, 90% and 100% design state. Pinellas County will be afforded a minimum of 30 days to review the plans and comment. Where located exclusively within the CITY's property construction or land sculpturing plans will be provided to Pinellas County for their comments.

6. It is the intent of the COUNTY and CITY to limit access or use of the PROPERTY for the purpose described in Section 3 and 4 in order to preserve, protect and maintain the PROPERTY in its natural state and to prevent its alteration and destruction. In the event COUNTY and CITY at any time agree to open all or any portion of the PROPERTY for other purposes, the terms and conditions for the opening and use of the PROPERTY shall be agreed upon, in advance, in written amendment to this Agreement approved and executed by the CITY and COUNTY.

7. At all times during this Agreement, CITY shall obtain and maintain adequate liability insurance coverage (or provide evidence of self-insurance) to protect against claims for injury or death to persons or damage to property. To the extent permitted by Florida Law, each party remains responsible for all loss or expense, including costs and attorney's fees, by reason of liability imposed by law for damages because of bodily injury, including death, sustained by any person or persons, or damage to property, rising out of a consequence of its own actions pursuant to this Agreement caused by the sole negligence of that party. Nothing herein shall constitute a waiver of sovereign immunity pursuant to Ch. 768.28, Florida Statutes.

8. For purposes of management, planning, and funding, whether through the CITY's general fund or through federal, state or local grants-in-aid, or any combination of federal, state or

local grants-in-aid, the CITY shall be entitled to represent control of the Recreation Management Area for purposes as described in Section 3; however, the CITY is expressly prohibited from selling, conveying, mortgaging, pledging, or otherwise encumbering the COUNTY's interest in the PROPERTY without the express prior written consent of the COUNTY, which consent may be given or withheld at the COUNTY's sole discretion.

9. The term of this Agreement shall be for a period of thirty-three (33) years, commencing on the date both parties sign and terminating thirty-three (33) years from the Commencement Date. Thereafter, this Agreement shall be automatically renewed for two additional terms of thirty-three (33) years. It is the intent of this Agreement that certain physical improvements, as described in Section 4 will be constructed, placed or otherwise installed on the PROPERTY. Either party hereto may refuse to renew this Agreement by providing written notice to the other party 180 days before the end of any term, of its intent not to renew this Agreement. Furthermore, either party may terminate this Agreement for any reason, at any time, upon providing ninety (90) days written notice to the other party. In the event this Agreement is terminated as described hereinabove, CITY and COUNTY agree to maintain the physical improvements constructed on their respective ownerships under the terms of this Agreement, in a safe and functional manner for a period of time commensurate with the expected functional life of such improvements.

10. This Agreement shall only be amended, if such amendment is in writing and executed by both parties hereto.

11. The rights and obligations of the CITY under this Agreement shall not be assigned without prior written consent of the COUNTY.

12. Both CITY and COUNTY shall appoint Project Managers as contacts for environmental planning and management of the PROPERTY. Notices, plans, and amendments shall be forwarded by Registered or Certified mail, return receipt requested, to the following addresses:

City Manager
City of Oldsmar
100 State Street West
Oldsmar, Florida 34677

And

Craig Huegel
Manager, Environmental Lands Division
Environmental Management Department
512 S. Ft. Harrison Avenue
Clearwater, Florida 33756

With a copy to:

Ellyn Kadel
Real Estate Manager
Real Estate Management Division
201 Rogers Street
Clearwater, Florida 33756

13. In the event that funds are not appropriated by either the COUNTY or the CITY in any succeeding fiscal year for the purposes described herein, then this contract shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended.

14. The County agrees to allow the City to annex the following into the corporate limits of Oldsmar: Those lands lying in Section 25, Township 28S, Range 16E, Tampa Shores Bay Sections, Block 13, Lots 10-23; Block 15, Lots 9-20; Block 20, Lots 1-10 being owned by Pinellas County.

15. The County and City agree to the annexation into the corporate limits of Oldsmar of any lands adjacent or internal to the Mobbly Bay Preserve acquired during the term of this agreement by

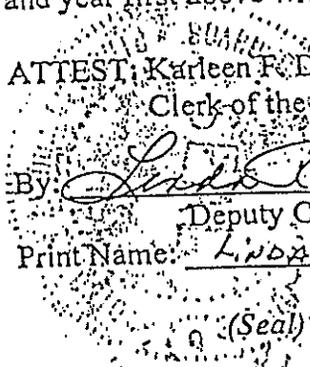
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either party, individually or jointly, for an addition or expansion of the preservation and recreation areas shown in Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: Karleen F. DeBlaker
Clerk of the Circuit Court

By: *Linda R. Rees*
Deputy Clerk
Print Name: Linda R. Rees



PINELLAS COUNTY, FLORIDA
By and through its Board of County Commissioners

By: *Calvin D. Harris*
Chairman
Print Name: Calvin D. Harris

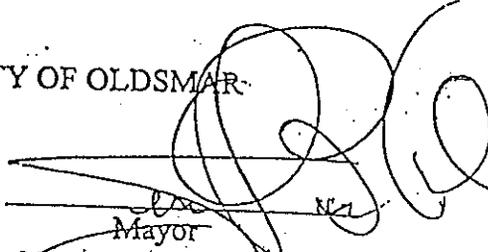
APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
SUBJECT TO PROPER EXECUTION
BY THE CITY OF OLDSTAR

By: *Zanah Richardson*
Attorney

OK
02/23/01

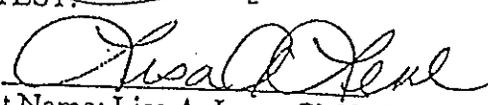
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CITY OF OLDSMAR

By: 
Mayor

Print Name: _____

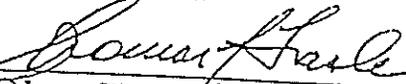
ATTEST:

By: 
Print Name: Lisa A. Lene, CMC, City Clerk

(Seal)

By: 
City Manager
Print Name: Bruce T. Haddock

Approved as to Form:

By: 
Print Name: Thomas J. Trask, City Attorney

1/1/01
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